

# CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

RALPH L. McAFEE  
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ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
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WILLIAM J. SCHRENK, JR.  
BENJAMIN F. CRANE  
JOHN F. HUNT  
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RICHARD S. SIMMONS  
WAYNE E. CHAPMAN  
THOMAS D. BARR  
MELVIN L. BEDRICK  
GEORGE T. LOWY  
ROBERT ROSENMAN  
JAMES H. DUFFY  
ALAN J. HRUSKA  
JOHN E. YOUNG  
JAMES M. EDWARDS  
DAVID G. ORMSBY  
DAVID L. SCHWARTZ  
RICHARD J. HIEGEL  
CHRISTINE BESHAR  
ROBERT S. RIFKIND

DAVID BOIES  
DAVID O. BROWNWOOD  
PAUL M. DODYK  
RICHARD M. ALLEN  
THOMAS R. BROME  
ROBERT D. JOFFE  
ROBERT F. MULLEN  
ALLEN FINKELSON  
RONALD S. ROLFE  
JOSEPH R. SAHID  
PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON  
RICHARD L. HOFFMAN  
JOSEPH A. MULLINS  
MAX R. SHULMAN  
WILLIAM P. DICKEY  
STUART W. GOLD  
JOHN W. WHITE  
JOHN E. BEERBOWER  
EVAN R. CHESLER  
PATRICIA GEOGHEGAN  
D. COLLIER KIRKHAM  
MICHAEL L. SCHLER

RECORDATION NO. 12989-E  
Filed 1425

SEP 8 - 1982 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

3-251A036

No. SEP 8 1982  
Date.....  
Fee \$.....  
ICC Washington, D. C.

COUNSEL  
MAURICE T. MOORE  
FRANCIS F. RANDOLPH, JR.

TELEPHONE  
212 422-3000

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RCA 233663  
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CABLE ADDRESSES  
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TELEPHONE: 1-606-1421  
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RAPIFAX/INFOTEC:  
1-606-1425

August 30, 1982

Railgon Company  
Lease Financing Dated as of February 1, 1981  
Amendment Agreement Dated as of August 1, 1982

RECEIVED  
SEP 8 11 33 AM '82  
I.C.C.  
FEE OPERATION BR.

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Railgon Company, for filing and recordation as an amendment to the filings under recordation number 12989, counterparts of the following document:

Amendment Agreement No. 2 dated as of August 1, 1982, among Railgon Company, as Lessee, The Connecticut Bank and Trust Company, as Trustee, and Mercantile-Safe Deposit and Trust Company, as Agent.

The Amendment Agreement amends a Lease of Railroad Equipment dated as of February 1, 1981, previously filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on March 20, 1981, at 10:35 a.m., recordation number 12989-B, and an Amendment Agreement dated as of August 15, 1981, previously filed with the Interstate Commerce Commission on September 4, 1981, at 2:00 p.m., recordation number 12989-D.

Please file and record the Amendment Agreement and assign it recordation number 12989-E.

The Amendment Agreement amends the Lease to adjust the rental factors and the casualty values.

*Dean Camillo*  
*Chen Hergart*

There is also enclosed a check for \$10 payable to the Interstate Commerce Commission, representing the fee for recording the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instruments for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,

*Laurance V. Goodrich*

Laurance V. Goodrich  
As Agent for  
Railgon Company

Agatha L. Mergenovich, Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encls.

SEP 8 - 1982 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT NO. 2 dated as of August 1, 1982, among RAILGON COMPANY ("Lessee"), THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as trustee ("Trustee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent") acting as Agent for Metropolitan Life Insurance Company ("Investor").

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of February 1, 1981 ("Lease");

WHEREAS the Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of February 1, 1981 ("Lease Assignment");

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of August 15, 1981 ("Amendment Agreement No. 1"), to extend the delivery and acceptance date and the last closing date;

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on March 20, 1981, and were assigned recordation numbers 12989-B and 12989-C, respectively;

WHEREAS Amendment Agreement No. 1 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 4, 1981, at 2:00 p.m., and was assigned recordation number 12989-D;

WHEREAS General Electric Credit Corporation has authorized and instructed the Trustee to execute this Amendment Agreement as evidenced by its instruction attached hereto;

WHEREAS Metropolitan Life Insurance Company has authorized and instructed the Agent to execute this Amendment Agreement as evidenced by its instruction attached hereto; and

WHEREAS the parties hereto desire to amend the Lease to adjust the rental factors.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Lease is hereby amended as follows:

(a) The third sentence of the first paragraph of \$3 is deleted and the following inserted in lieu thereof:

"The 32 semiannual Basic Rentals in respect of each such Unit subject to this Lease on such date of such payment are as follows:

<u>Payment</u>	<u>Rentals</u> <u>Percentage of Purchase Price</u>
1-17	5.752510%
18	5.616037%
19	5.483631%
20	5.136864%
21	5.007663%
22-28	4.938000%
29-32	5.752510%"

(b) The figure "2.876255%" in the second sentence of the first paragraph of \$13 is deleted and "2.743000%" inserted in lieu thereof.

(c) Schedule B to the Lease is replaced by Schedule I attached.

2. The Lease Assignment is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

3. The Lessee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of § 15 of the Lease.

4. Except as amended hereby the Lease and the Lease Assignment shall remain unaltered and in full force and effect.

5. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be

necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

RAILGON COMPANY,

by

\_\_\_\_\_  
Treasurer

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee,

by

\_\_\_\_\_  
Authorized Officer

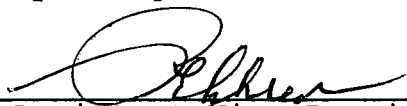
[Corporate Seal]

Attest:

\_\_\_\_\_  
Authorized Officer

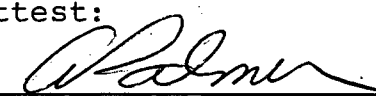
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity, but solely as Agent,

by

  
\_\_\_\_\_  
Assistant Vice President

[Corporate Seal]

Attest:

  
\_\_\_\_\_  
Assistant Corporate Trust Officer

necessary that any counterpart be signed by all the parties  
if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

RAILGON COMPANY,

by

Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity, but soley as Trustee,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity, but solely as Agent,

by

Assistant Vice President

[Corporate Seal]

Attest:

Assistant Corporate  
Trust Officer

necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

RAILGON COMPANY,

by

\_\_\_\_\_  
Treasurer

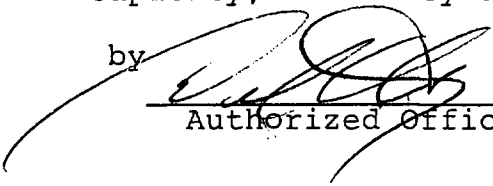
[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee,

by

  
\_\_\_\_\_  
Authorized Officer

[Corporate Seal]

Attest:

  
\_\_\_\_\_  
Authorized Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity, but solely as Agent,

by

\_\_\_\_\_  
Assistant Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Corporate  
Trust Officer

STATE OF ILLINOIS, )  
                               ) ss.:  
 COUNTY OF COOK,     )

On this 31<sup>st</sup> day of August 1982, before me personally appeared R.E. Zimmerman, to me personally known, who being by me duly sworn, says that he is Treasurer of RAILGON COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

J.P. Helms

Notary Public

[Notarial Seal]

My Commission Expires

My Commission Expires December 27, 1983

STATE OF CONNECTICUT, )  
                               ) ss.:  
 COUNTY OF HARTFORD,   )

On this            day of August 1982, before me personally appeared            , to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

\_\_\_\_\_  
 Notary Public

[Notarial Seal]

My Commission Expires



STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this                    day of August 1982, before me personally appeared                    , to me personally known, who being by me duly sworn, says that he is                    of RAILGON COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this 27<sup>th</sup> day of August 1982, before me personally appeared **DONALD E. SMITH**, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Patty Lynch  
Notary Public

[Notarial Seal]

My Commission Expires \_\_\_\_\_

**PATTY A. LYNCH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MARCH 31, 1987

STATE OF MARYLAND, )  
 ) ss.:  
CITY OF BALTIMORE, )

On this 27<sup>th</sup> day of August 1982, before me personally appeared R. E. Schreiber, who being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Patricia A. Conn  
Notary Public

[Notarial Seal]

My Commission Expires 7-1-86

## INSTRUCTION OF INVESTOR TO AGENT

Mercantile-Safe Deposit and Trust Company  
P. O. Box 2258  
Baltimore, Maryland 21203

Attention of Corporate Trust Department

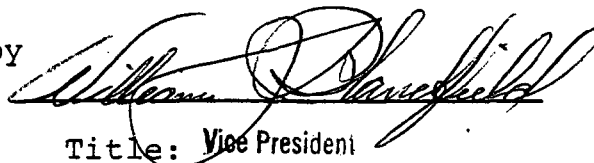
Dear Sirs:

Reference is made to a Participation Agreement dated as of February 1, 1981, between the undersigned, certain other parties and you, as Agent ("Participation Agreement"). We instruct you to enter into an Amendment Agreement dated as of August 1, 1982, amending the Lease and the Lease Assignment (as each is defined in the Participation Agreement) in the form to which this instruction is attached.

Very truly yours,

METROPOLITAN LIFE INSURANCE  
COMPANY,

by



Title: Vice President

Date: August 30, 1982

## INSTRUCTION OF OWNER TO TRUSTEE

The Connecticut Bank and Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115

Attention of Corporate Trust Department

Dear Sirs:

Reference is made to a Trust Agreement dated as of February 1, 1981, between the undersigned and you, as Trustee ("Trust Agreement"). We instruct you to enter into an Amendment Agreement dated as of August 1, 1982, amending the Lease and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

GENERAL ELECTRIC CREDIT  
CORPORATION,

by

William N. Hamm

Title:

Manager - Rail Financing

Date:

9/7/82

## SCHEDULE B TO THE LEASE

## Casualty Values\*

<u>Rental Payment Date</u>	<u>Percentage</u>
February 15, 1982.....	110.20
August 15, 1982.....	111.04
February 15, 1983.....	106.25
August 15, 1983.....	105.72
February 15, 1984.....	100.93
August 15, 1984.....	100.49
February 15, 1985.....	95.70
August 15, 1985.....	95.17
February 15, 1986.....	90.38
August 15, 1986.....	89.90
February 15, 1987.....	85.11
August 15, 1987.....	84.63
February 15, 1988.....	83.54
August 15, 1988.....	82.41
February 15, 1989.....	76.38
August 15, 1989.....	74.16
February 15, 1990.....	71.79
August 15, 1990.....	69.29
February 15, 1991.....	66.68
August 15, 1991.....	64.04
February 15, 1992.....	61.35
August 15, 1992.....	58.49
February 15, 1993.....	55.49
August 15, 1993.....	52.31
February 15, 1994.....	49.00
August 15, 1994.....	45.53
February 15, 1995.....	41.92
August 15, 1995.....	38.15
February 15, 1996.....	33.83
August 15, 1996.....	29.37
February 15, 1997.....	24.76
August 15, 1997 and thereafter.....	20.00

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\* The Casualty Value of each Unit as of any rental payment date shall be that percentage of the Purchase Price of such Unit as is set forth in the above schedule opposite such rental payment date.